REMARKS

Independent claim 27 stands rejected under 35 U.S.C. § 102(e) as being anticipated by Knepper. Amended claim 27 recites a receiver to receive content with an information segment and a plurality of advertisements, said information segment having at least one ad entry, said ad entry having a field in the form of an interruption point specifier to indicate a point to insert an advertisement in said content; a cache, coupled to said receiver, to store said content with said information segment and said plurality of advertisements; and an interface, in said receiver, to identify a content location and an advertisement, out of said plurality of advertisements, to insert in said location, said interface to identify, based on data from the interruption point specifier, said location while said content is still stored in said cache.

In the Office action, the examiner identifies Knepper's instruction set as disclosing an information segment, his ADInsert tags as disclosing a content location and an interruption point specifier, and the commands *between* <ADInsert> and </ADInsert> as disclosing an ad entry. *See* Paper No. 20061112, pages 3-4. According to this characterization of Knepper's teachings, amended claim 27 and claims dependent thereon are believed to be patentably distinguished.

That is, if the "commands between" the ADInsert tags allegedly disclose an ad entry, and the ADInsert tags disclose an interruption point specifier, the interruption point specifier is not a "command between" or an ad entry. In contrast, in some embodiments an interruption point specifier is a field in an ad entry.

In some embodiments, the interruption point identification may specify an interruption point in a variety of fashions. For example, an interruption point may specify a time, relative to an event, at which an advertisement should be inserted. Similarly, an interruption point identification may specify a play-specific factor. *See* specification, page 6, lines 3-20. In contrast, Knepper's ADInsert tags are HTML tags and the placement of these tags within the document dictates the order of play. That is, if ADInsert tags are placed immediately after a first Clip tag, an advertisement file is played before an entertainment file. Conversely, if ADInsert tags are placed immediately before a second Clip tag then an entertainment file is played before an advertisement file. *See* [0054]-[0059]. Thus, the insertion of an advertisement in Knepper is dependent upon where the alleged interruption point specifier is placed in an HTML document and has nothing to do with data in a field that can specify an

interruption point in a variety of fashions. Accordingly, reconsideration of the rejection of claim 27 and claims dependent thereon is requested.

Claim 27 also stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Zigmond. As Zigmond does not disclose an ad entry (*e.g.,* claim 30 is not rejected on this ground), claim 27 and claims dependent thereon are distinguishable.

Claims 29 and 30 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Knepper. To reject claim 29, the examiner cites to tags such as EADOK, CPCLSI, and CPCLSE. It is respectfully submitted that Knepper (especially the provisional application, which differs from the published application) does not disclose where most of these tags are located within an instruction set or if the tags like CPCISI or CPCISF are in the instruction set at all. Thus, it is submitted that *prima facie* anticipation has not been established for at least claim 30.
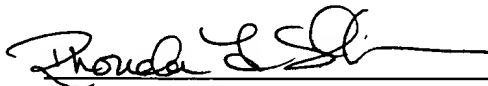
New claims 39 and 40 are believed to be patentable over the cited references. For instance, Knepper does not insert an advertisement in a contiguous block of content. Furthermore, Zigmond does not extract data from ad selection criteria to identify a location in the content to insert an advertisement.

CONCLUSION

In view of the amendments and remarks herein, the application is believed to be in condition for allowance. The examiner's prompt action in accordance therewith is respectfully requested. The commissioner is authorized to charge any additional fees, including extension of time fees, or credit any overpayment to Deposit Account No. 20-1504 (BKA.011US).

Respectfully submitted,

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